

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 30th day of JUNE 2003 by and between the CITY OF LAFAYETTE, OREGON, a municipal corporation ("CITY"), and COMMUNITY PLANNING SERVICES, a sole proprietorship ("CPS").

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and CPS do hereby agree as follows:

A. CPS Responsibilities

1. CPS shall provide land use planning services to the CITY in processing land use actions, providing zoning information, preparing periodic review documents, zone code revisions and other related activities which may be requested by the CITY.
2. CPS shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to pay for land use planning services under paragraph A.1., at a rate of \$45.00 per hour.
2. CITY shall review, process and pay CPS's monthly invoices within 30 days of receipt.
3. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of CPS will be coordinate.

C. Termination and Amendment

1. This agreement shall be terminated on June 30, 2005. Prior to that date, either the CITY or CPS may terminate this Agreement with a 60 day written notification, or, less than 60 days by mutual written agreement of both the CITY and CPS.
2. This Agreement may be amended only by written agreement executed between the parties.

D. Independent Contract

The CITY has engaged CPS as an independent contractor for the accomplishment of a particular service. Neither party, nor officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

E. CPS Liability

CPS shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CPS' negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the CITY or CITY-furnished data.


F. Liability Insurance


CPS shall maintain professional liability insurance which shall provide coverage in an amount acceptable to the City Administrator to protect CITY from any and all claims, demands, actions and suits for malpractice arising from CPS' work under this agreement.

IN WITNESS WHEREOF, CPS and the CITY have caused this Agreement to be executed as of the day and year aforesaid.


COMMUNITY PLANNING SERVICES

CITY OF LAFAYETTE

By 
Walter J. Wendolowski, AICP
Proprietor/Principal Planner


Lotis Hanks
Mayor

ATTEST:


Diane Rinks
City Administrator

COMMUNITY PLANNING SERVICES

835 Madrona Avenue South

Salem, Oregon 97302

Phone: (503) 589-9284 Fax: (503) 589-9294

E-mail: communityplan@msn.com

May 7, 2003

Diane Rinks, City Administrator

City of Lafayette

486 3rd Street

Lafayette, Oregon 97127

Dear Ms. Rinks:

In December 1996, the City of Lafayette entered into a contract in with Community Planning Services for the provision of current land use planning services. As proprietor and Principal Planner for Community Planning, it has been a distinct pleasure to work with the Council, Commission and City staff on a variety of planning issues.

The current contract with the City ends on June 30, 2003. It is my sincere desire to continue providing planning services to the City. At your suggestion, I am submitting a request for a contract extension.

The current contract language will remain the same, except for an increase the hourly billing rate from \$40.00 to \$45.00. This current rate has been in effect since 1996. Unfortunately, the change is necessary due to increased operational costs, especially for liability insurance. Please note that planning application fees pay a significant portion of the current billings so that the additional cost to the City should be minimal. My firm absorbs all costs associated with travel, phone calls, faxes, photocopying and similar business expenses; the City is not billed for these items.

Like the prior request, the current proposal would be for a twenty-four-month period beginning on July 1, 2003 and ending on June 30, 2005. The \$45.00 hour rate will not change during the time of the contract. I believe this proposal allows budgeting certainty for the City and some stability for my firm.

It is my personal goal to continually provide the best possible professional planning service and in a manner which reflects positively on the City. I certainly hope the City of Lafayette has been pleased with my performance to date and look forward to assisting the community in their challenges ahead.

Sincerely,


Walter J. Wendolowski, AICP; Principal Planner